

SERIAL 05207 C EXCAVATOR, 44,000 LB., 138 H.P. (NIGP 076090)

DATE OF LAST REVISION: March 1, 2006 CONTRACT END DATE: March 31, 2007

CONTRACT PERIOD THROUGH MARCH 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EXCAVATOR, 44,000 LB., 138 H.P. (NIGP 076090)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 09, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Les Glover, Equipment Services
Jim Hutchinson, Equipment Services
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **EXCAVATOR, 44,000 LB., 138 H.P.**
(NIGP CODE 76090)

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is one (1) or more, EXCAVATOR, 44,000 lb. 138 HP, in sufficient detail to secure bids for comparable equipment. This unit will be used by the Transportation Department in their road maintenance operation. Unit shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

The scope of the contract encompasses three (3) parts:

- 1.1 The purchase of one (1) (or more) Excavators as more clearly defined in these specifications.
- 1.2 Guaranteed maintenance for 3,000 hours or five (5) years, whichever event occurs first in time, as more fully described elsewhere in these specifications; and
- 1.3 Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 WEIGHTS / DIMENSION/CAPABILITIES:

- 2.1.1 Operating Weight – Min. 44,000 lb. with long undercarriage.
- 2.1.2 Overall Shipping Length – Max. 31' 6"
- 2.1.3 Transport Width – Max. 10' 6"
- 2.1.4 Shipping Height – Max. 11' 3"
- 2.1.5 Length To Center Of Rollers – Max. 12'
- 2.1.6 Ground Clearance – Min. 17" 48"
- 2.1.7 Track Length – 14' 7" to 14' 8", approximate.
- 2.1.8 Track Gauge – Max. 7' 10" (long)
- 2.1.9 Tail Swing radius – Max. 9' 6"
- 2.1.10 Lift Capacity (Ground Level) – Min. 18,150 lb. @ 15' over front, 10,800 lb over side, 3650lb. @ full reach over front, 2500 lb. over side.
- 2.1.11 Digging Reach – Min. 31' 10" 32' @ ground level
- 2.1.12 Digging Depth – Min. 21' 9" 42"
- 2.1.13 Cutting Height – Min. 31'
- 2.1.14 Loading Height – Min. 22'
- 2.1.15 Depth Cut, 8' Level Bottom – Min. 20" 24" 11" 4"

2.1.16 **Vertical Wall Digging Depth** – Min. 19' 7" 40"

2.1.17 **Bucket Range** – 0.59 to 1.60 cu/yd. heaped

2.1.18 **Bucket Digging Force (SAE)** – Min. 28,500 lb.

2.1.19 **Stick Digging Force (SAE)** – Min. 18,500 lb.

2.2 **ENGINE:**

2.2.1 **Type** – Heavy-duty diesel operated, 4-cycle, liquid cooled design. Engine shall be certified to meet Tier II or III emission standards.

2.2.2 **Horsepower** – Minimum, 138 gross

2.2.3 **Air Cleaner** – Heavy-duty two-stage dry type system designed for extreme dust operating conditions.

2.2.4 **Cooling** – Heavy-duty system designed to operate continuously at full capacity with ambient temperature 122+ degrees Fahrenheit.

2.2.5 **Fuel Capacity** – Min. 90 gal

2.3 **ELECTRICAL SYSTEM:**

2.3.1 **System Voltage** - 12 / 24

2.3.2 **Alternator Capacity** – Min. 45 amp.

2.3.3 **Battery** - Manufacturer's maximum, maintenance free type with capability of cranking engine sufficient for starting with ambient temperature at 0°F.

2.3.4 **Lighting** – Heavy-duty shock resistant work lights installed on the cab and boom.

2.4 **DRIVE:**

2.4.1 **Type** – Heavy-duty independent, automatic shifting, two-speed hydraulic motors or equal.

2.4.2 **Final Drives** – Integral planetary or equal

2.4.3 **Travel Speed** – Min. 3.4 mph

2.4.4 **Drawbar Pull** – Min. ~~40,120~~ 42,400 lb.

2.4.5 **Ground Pressure** – Min. 4.5 PSI

2.4.6 **Straight Line Travel** – Unit shall be equipped with, third pedal or equal operation.

2.5 **SWING SYSTEM:**

2.5.1 **Boom Swing** – Min. 360°

2.5.2 **Swing Speed** – Min. 11.5 rpm

2.5.3 **Swing Torque** – Min. 43,200 lb.

2.6 **UNDERCARRIAGE:**

2.6.1 **Track** – Heavy-duty 31.5” to 32” triple grouser design.

2.6.2 **Undercarriage** - Heavy-duty (long) design with sealed and lubricated track rollers, carrier rollers and idlers.

2.7 **BUCKET:**

2.7.1 **Type** – Heavy-duty rock type bucket with replaceable pin-on teeth.

2.7.2 **Capacity** – Min, .59 cu/yd

2.7.3 **Width** – 24”

2.7.4 **Quick Coupler** – Heavy-duty hydraulic operated WAINROY or equal.

2.8 **HYDRAULIC SYSTEM:**

2.8.1 **Operating Pressure** – Min. 4900 PSI for the implement and travel systems.

2.8.2 **Pump(s)** – Heavy-duty, variable displacement axial-piston or equal design.

2.8.3 **Filtration** - 10 micron or better

2.8.4 **Performance Criteria** – System shall be such that excavator with or without auxiliary tool attachment can operate continuously at full capacity without the system overheating with the ambient temperature at 122°F.

2.8.5 **Auxiliary Hydraulic Lines** – Two-way circuit to the end of the boom with quick coupler connections.

2.8.6 **System Capability** – Unit shall be equipped with a hydraulic system with cab positioned controls to operate the following attachments: hydraulic hammers, sheep’s-foot and impact type compactors, quick-coupler, grinders and etc. Control system shall be designed such that operator can select the correct hydraulics for attachment being used without leaving the cab.

2.9 **CAB:**

2.9.1 **FOGS or FOPS** – Top of the cab, meeting AZ. State and Federal standards.

2.9.2 **Sound Suppressed** – Cab shall meet AZ. State and Federal standards.

2.9.3 **Pressurized** – Designed to prevent dust entering the cab.

2.9.4 **Heater / Defroster** - Heavy-duty fresh air system. Fresh air entering the cab shall have a filter that is replaceable.

2.9.5 **Air Conditioning** – Heavy-duty system designed for extreme ambient temperature operating conditions. R134A refrigerant shall be used.

2.9.6 **Windows** – Tinting shall be darkest legal per AZ. State law with minimum five year warranty on material and installation.

2.9.7 **Work Area View** – Machine shall be designed such that the operator has a clear view of the work.

- 2.9.8 **Seat** – Heavy-duty cloth covered fully adjustable suspension type seat with Federal approved restraint system.
- 2.9.9 **Operator Controls** – Joystick design with armrest, conveniently positioned for ease of operation.
- 2.9.10 **Selector Valves** – Unit shall be equipped with control pattern selector valve that allows for quick change of operating controls between ISO and ASE patterns to accommodate operator preferences.
- 2.9.11 **Instrumentation:** (Unit shall be equipped with manufacturer's standard monitoring system; the following items shall be included.)
 - 2.9.11.1 **Engine Coolant Temperature**
 - 2.9.11.2 **Engine Oil Pressure**
 - 2.9.11.3 **Air Filtration Restriction Indicator**
 - 2.9.11.4 **Hour Meter** – Heavy-duty electric type that is activated anytime the engine is running.
- 2.9.12 **Windshield Wipers/Washer**
- 2.9.13 **Locking Doors** - Keyed alike.
- 2.9.14 **Dome Light** - Overhead type.
- 2.9.15 **Rear View Mirrors** - Two large heavy-duty type positioned for maximum operator rear view.
- 2.10 **BOOM / STICK:**

Shall be large heavy-duty welded box-section structures with multi-plate fabrications in high stress areas or equal design.
- 2.11 **UNDERCARRIAGE (LONG):**
 - 2.11.1 **Track** – Heavy-duty triple grouser design, minimum 31.5” width.
 - 2.11.2 **Track Frame** – Heavy-duty design with grease lubricated track rollers, carrier rollers and idlers.
 - 2.11.3 **Track Adjustment** – Shall be accomplished through grease filled cylinders or equal.
- 2.12 **SAFETY EQUIPMENT / REQUIREMENTS:**
 - 2.12.1 **Placard** - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location.
 - 2.12.2 **Non-slip Surfaces** - All steps or standing areas.
 - 2.12.3 **Mirrors** – Rear view
 - 2.12.4 **Horn** - Shall meet SAE J1105 SEP 89 Standard.
 - 2.12.5 **Backup Alarm** - Electronic, meeting SAE J994 Jun 80 standard.

2.12.6 **Beacon Light** - One (1) WHELEN, S360DAP amber multi-flash mounted on top center of cab area, control switch shall be mounted on instrument panel and be clearly identified.

2.12.7 **Noise Factor** – EPA compliant (no exceptions)

2.12.8 **Regulation Criteria** – Shall meet all AZ State and Federal regulations, no exceptions.

2.13 **PAINT:**

Manufacturer's standard paint and color.

2.14 **KEYS:**

Five (5) keys shall be supplied with each unit, each key shall be on a heavy-duty 1" diameter key rings with an identification tag with unit serial number.

2.15 **GENERAL INFORMATION:**

Complete inspection shall be made by vendor prior to delivery to ensure that the unit is in compliance with all specifications, to include any component installed by the vendor or sub-contractor. Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color-coding, run in conduit, nylon ties, rubber grommets for holes in metal. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals. Relays shall be used where heavy electrical load demand is required. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin, Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.16 **WARRANTY:**

2.16.1 Minimum warranty acceptable shall be for one (1) year period of time beginning when the unit has been delivered and accepted by Maricopa County authorized personnel. Warranty shall cover all parts (including any component installed by the dealer or sub-contractor), labor and travel time. It is understood that if repairs are necessary during the warranty period, the successful bidder will be required to perform said repairs F.O.B. machine location within Maricopa County at no charge to the county. In the event of major repairs, dealer has as his option the choice of transporting the machine to nearest service facility for repairs.

2.16.2 Repair cost, including parts, labor and travel time, made during the one (1) year full warranty period shall not be included on the Guaranteed Maximum Cost of Repairs.

2.16.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.17 **GUARANTEED MAINTENANCE:**

2.17.1. The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 3000 hours of operation as recorded by the engine hour-meter or five (5) years from date of delivery, whichever occurs first.

2.17.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs (including parts and labor and travel time) made shall not be included.

2.17.3 In determining the Guaranteed Maximum Cost of Repairs, and in the enforcement of provision of the agreement, the following rules shall apply:

- 2.17.4 In the event that the cost of repairs, including parts, labor and travel time, as computed by the County, is less than \$1000.00, the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
- 2.17.5 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$75.15 per hour, increases not to exceed 10% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
- 2.17.6 If the cost of repairs, including parts, labor and travel time, is in excess of \$1,000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
- 2.17.7 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to bidder, and the service department chosen must be agreeable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within three (3) days after completion of such repairs.
- 2.17.8 Should Delivery Of Repair Parts to the County and/or Maintenance Repairs Being Performed By Vendor, not be completed within three (3) normal working days (Monday through Friday not to include major holidays), a daily charge of \$700.00 shall be assessed the vendor, for each working day over three (3) that the part is not delivered or the repairs are not complete. On the bidder's presentation in writing of verifiable information to the County that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- 2.17.9 Successful bidder may avoid the penalty for non-delivery of parts or non-completed repairs by making available to Maricopa County at no cost, a unit of similar size and capacity, (delivered to the job sight) until Maricopa County's equipment is restored to service.
- 2.17.10 Successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available. County will make repair cost records available for examination in a timely manner.
- 2.17.11 Successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the Manufacturer's published list prices.
- 2.17.12 **Components Covered** - The successful bidder will be fully responsible for the total cost of repairs to the Excavator in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor and travel time, as follows. **(Normal maintenance items such as oil, filters, antifreeze, belts, batteries, cutting edges, end bits, tips, track, rollers, idlers, glass and etc. are excluded unless component fails prematurely due to manufacturing defect or a "covered" component failure caused the need for any of these items to be replaced).**
- 2.17.12.1 **Engine:**
- Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys.

2.17.12.2 **Drive System:**

All hydraulic pumps, motors, final drive assemblies, valves, lines, hoses, fittings, gears, bearing, housings, seals, track, drive sprockets, controls and etc.

2.17.12.3 **Swing Mechanism:**

All components, excluding normal wear items.

2.17.12.4 **Undercarriage:**

All components, track links, shoes, pins, bushings, rollers, idlers, track-frame, track adjusters and etc **normal manufacturer advertised maintenance items such as oil, filters, antifreeze, belts, batteries, cutting edges, end bits, tips, track, rollers, idlers and glass are excluded unless component fails prematurely due to manufacture's defect or a "covered" component's failure caused the need for any of these items to be replaced).**

2.17.12.5 **Boom / Stick/ Quick-Coupler:**

All components, excluding normal wear items.

2.17.12.6 **Electronic / Manual Controls:**

Shall include electronic computer control system as well as manual control systems including valves, cylinders, control linkage etc.

2.17.12.7 **Mainframe:**

Complete mainframe assembly.

2.17.12.8 **Cab:**

Complete cab assembly

2.17.12.9 **Gauges and Instruments:**

All gauges and instruments.

2.17.12.10 **Warning Devices:**

All warning devices including backup alarms.

2.17.12.11 **Heater / Air Conditioning:**

Complete system.

2.18 **GUARANTEED RESIDUAL VALUE:**

2.18.1 **Guaranteed Residual Value Price** - The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 3000 hours or five (5) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:

2.18.1.1 **Guaranteed Trade-in Value** - Should the County decide to purchase new equipment in a future bid call.

2.18.1.2 Minimum Bid - Shall be made by the bidder at public auction in the event the County elects to auction the machine.

2.18.1.3 Time Frame - The bid or public auction shall be held within ninety days after the expiration of the contract term of 3000 hours or five (5) years, whichever occurs first.

2.18.1.4 Reserved Right - The County reserves the right to retain the subject Excavator and to waive the guaranteed residual value provisions.

2.18.2 **Total Loss Clause** - In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

2.19 **EVALUATION / AWARD CRITERIA:**

Bids are requested on the summation of the cost of the loader, the cost of the 3000 hours or five (5) year Guaranteed Maintenance, and a Guaranteed Residual Value Agreement per machine purchase. The evaluation will be based on but not limited to the following:

2.19.1 **Conformance to specifications**

2.19.2 **Price** – Including all required options.

2.19.3 **Delivery**

2.19.4 **Warranty**

2.19.5 **Time value of money analysis by the following methods:**

2.19.5.1 Guaranteed Maintenance - Will be evaluated by using the present value of an annuity at current % compound interest.

2.19.5.2 Guaranteed Residual Value - Will be evaluated by using the future value of money analysis at current % compound interest.

2.20 **OBLIGATION OF THE COUNTY:**

2.20.1 **Equipment Operation** - Equipment purchased will be operated by County personnel and will be used in County maintenance operations and other purposes for which the equipment is designed.

2.20.2 **Assume Responsibility** - The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.

2.20.3 **Assume Cost** - The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, cleaning and repainting, and other items normally consumed in day-to-day operation.

2.20.4 **Maintain Equipment** - The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will

have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.21 ACCEPTANCE:

Final acceptance will be in effect immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.

Upon successful completion of the performance period, the equipment shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.22 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.23 TRAINING:

The successful Contractor shall provide 32 hours of training. Eight (8) hours to completely train County personnel in the use and care of the equipment and twenty-four (24) hours for training Equipment Services Technicians in the repair and overhaul of the hydraulic system and engine computer control system.

2.24 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within two hundred and ten (210) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.25 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.26 BRAND NAME:

In some cases brands have been listed to define quality of products desired; they are not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.27 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.28 MANUALS:

All manuals and/or CD's shall be supplied with equipment, at the time of delivery at no additional cost to the County. Vendor shall supply a minimum of three (3) operator manuals, one (1) comprehensive parts manual, three (3) maintenance/ repair/ overhaul / electrical / emissions / wiring vacuum diagrams to cover any and all components installed by the vendor or sub-contractor, (Manuals or CD).

2.29 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.30 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

2.31 **MODEL YEAR EQUIPMENT:**

The County will only accept bids offering current model year equipment/product.

2.32 **ORDER CUTOFF INFORMATION:**

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.33 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS AND CONTIONS:

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.3 **ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

- 3.4.3.4 Certificates of Insurance.

3.4.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

- 3.4.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 25, 2006
AT 10:00 A.M. AT THE EQUIPMENT SERVICES
2ND FLOOR CONFERENCE ROOM, 3325 W. DURANGO ST., PHOENIX, AZ 85009**

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request.
Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.9 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.9.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.9.2 Pricing pages, MANDATORY (Attachment A)

3.9.3 Agreement page, MANDATORY (Attachment B)

3.9.4 References, MANDATORY (Attachment C)

3.9.5 Copies of Catalogs/Pricing Documents, MANDATORY

3.9.6 Literature, Technical and Descriptive, MANDATORY

RDO EQUIPMENT COMPANY, 2649 N 29TH AVE, PHOENIX, AZ 85009

PRICING SHEET C38050/B0604575/NIGP 76090

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

1.0 One (1) or more EXCAVATOR, 44,000 LB. 138 HP in accordance with attached specifications:

1.1 Manufacturer: **John Deere**

1.2 Manufacturer's Model: **200CLC**

2.0 Delivery (days ARO): **90-120**

3.0 Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED": **None Known**

4.0 F.O.B. DESTINATION: **Yes**

5.0 Labor Rate: **\$ 100.00 /hour**

6.0 Blanket discount for parts not covered by warranty: **3 %**

6.1 Manufacturer's catalog date: **02/01/06**

6.2 Pricing column (jobbers, etc): **N/A**

6.0 OPTIONS: Will be used as part of the bid award process.

UNIT PRICE FOR ONE

6.1 Price Of One (1) New Excavator - **\$ 164,157.91 / EACH**

6.2 Guaranteed Maintenance Cost - **\$ 3,000.00 / EACH**

6.3 Residual Value - **\$ 80,000.00 / EACH**

6.4 Vendor To State Manufacturer's List Price - **\$ 210,832.00 / EACH**

6.5 Ditch Cleaning Bucket: Heavy-duty design with lifting eye, equipped with replaceable cutting edge, 45 to 48" width 0.66 yd. capacity. (Quick-disconnect type) **\$ 3,490.00 / EACH**

6.6 Jack Hammer Attachment - CAT H120c or equal, min. carrier wt. 37,000 lb, impact rate 350-620. (Quick-disconnect type) **\$ 42,348.25 / EACH**

6.7 Compactor - Sheeps foot design, ENTECK or equal, 24" width with 3 rows of feet. (Quick-disconnect type) **\$ 8,295.00 / EACH**

6.8 ROTOTILT INDEXATOR ATTACHMENT OR EQUAL
INDEXATOR ROTO-TILT ATTACHMENT - 360° rotation 45° tilt capability, hydraulic power quick coupler capability, shall include any optional controls or hydraulics necessary for fully operational unit. (INSTALLED) **\$ 38,678.11 / EACH**

RDO EQUIPMENT COMPANY, 2649 N 29TH AVE, PHOENIX, AZ 85009

Terms:	Net 30
Vendor Number:	W000000706 X
Telephone Number:	602-415-4700
Fax Number:	602-233-0383
Contact Person:	Dan Dickerson
E-mail Address:	jcheney@rdoequipment.com
Company Web Site:	www.rdoequipment.com
Contract Period:	To cover the period ending March 31, 2007.